

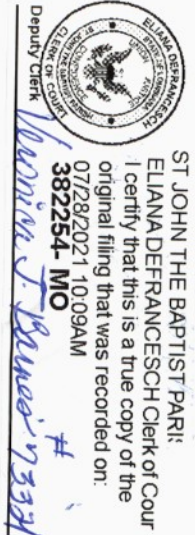


# ST. JOHN

## THE BAPTIST PARISH

1811 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST JOHN THE BAPTIST PARISH  
AND  
GIS ENGINEERING LLC  
FOR  
I-10/US 51 GATEWAY CORRIDOR**



**WHEREAS**, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for the I-10/US 51 Gateway Corridor with **GIS Engineering, LLC** at the July 13, 2021 meeting.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the Parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for the I-10/US 51 Gateway Corridor.

This **Agreement** is made and entered into on this 13<sup>th</sup> day of July, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **GIS Engineering, LLC 18838 Hwy 3235, Galliano, LA 70354, 985-219-1000** (hereinafter referred to as "**ENGINEER**") represented by Daniel St. Germaine, do hereby enter into this "**Agreement**" under the following terms and conditions.

### **SCOPE OF SERVICES**

The services to be performed by **ENGINEER** for **PARISH** under this **Agreement** ("Services") are set out in **Exhibit A: Statement of Work**, incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

### **TERM OF AGREEMENT**

This **Agreement** shall begin on August 1, 2021 and terminate one (1) year thereafter on August 1, 2022.

### **AMENDMENT**

This **Agreement** may be amended by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

## **EXTENSION**

The term of this **Agreement** may be extended for six (6) months one (1) time by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

## **PAYMENT TERMS**

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **ENGINEER** in accordance with its fee schedule listed in **Exhibit B: Price Schedule**.

All payments must be approved by the **Director of Planning and Zoning**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

## **INSURANCE**

**ENGINEER** shall meet or exceed the **PARISH's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

## **MONITORING PLAN**

This **Agreement** shall be administered and monitored by the **Director** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **ENGINEER** shall submit a monthly summary of activities in accordance with **Exhibit B: Price Schedule**.

## **TAXES**

**ENGINEER** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **ENGINEER's** obligation. **ENGINEER** is required to provide a completed W-9 form prior to commencement of work.

## **TERMINATION FOR CAUSE**

The **PARISH** may terminate this **Agreement** for cause based upon the failure of the **ENGINEER** to comply with the terms and/or conditions of this **Agreement**, provided that **PARISH** shall give the **ENGINEER** written notice specifying the **ENGINEER's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **ENGINEER** may terminate this **Agreement** for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this **Agreement**, provided that the **ENGINEER** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **ENGINEER** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this **Agreement** by the **ENGINEER**, and **PARISH** may withhold any payments to the **ENGINEER** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **ENGINEER** is determined.

#### **TERMINATION FOR CONVENIENCE**

**PARISH** may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **ENGINEER** of its intent to terminate this **Agreement**. The **ENGINEER** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to **ENGINEER** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **ENGINEER** to **PARISH**, at **ENGINEER**'s expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **ENGINEER** in connection with the performance of the services in which contract fees have been paid for herein shall become the property of **PARISH**, and shall, upon request, be returned by **ENGINEER** to **PARISH**, at **ENGINEER**'s expense, at termination or expiration of this **Agreement**. Notwithstanding this section or any other section of this **Agreement**, MB3's software and documentation is licensed for internal purposes, not sold, for the term of this **Agreement**. MB3 is the sole and exclusive owner of all right, title, and interest in the software and documentation, including all Intellectual Property Rights, and derivatives thereof.

#### **NON-ASSIGNABILITY**

**ENGINEER** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **ENGINEER** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

#### **AUDITORS**

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **ENGINEER** which relate to this **Agreement**.

#### **TERMS**

The **DIRECTOR** shall notify the **ENGINEER** in writing to undertake the services stated in Exhibit A, and the **ENGINEER** shall commence the services within ten (10) days after receipt of such notification. The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment.

#### **INDEMNITY**

To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **ENGINEER**.

## GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the Parties hereto that the **ENGINEER** is entering into this agreement in the capacity of an independent **ENGINEER**. While in the performance of services or carrying out other obligations under this **Agreement**, the **ENGINEER** shall be acting in the capacity of independent Engineers and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, **ENGINEER** or corporation for any obligations of the **ENGINEER** arising from the performance of their services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the Parties hereto. This **Agreement** being for the personal services of the **ENGINEER**, shall not be assigned or subcontracted in whole or in part by the **ENGINEER** as to the services to be performed hereunder without the written consent of the **PARISH**.

## SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

## VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **ENGINEER** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

## NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the Parties may substitute by written notice, by giving at least 7 days' notice of such change.

If to Parish:	If to ENGINEER:
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	GIS Engineering, LLC Attn: Kyle Galloway P.O. Box 820 Galliano, LA 70354

**DISCRIMINATION CLAUSE**

The **ENGINEER** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **ENGINEER** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

**SIGNATURES ON FOLLOWING PAGE**

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:



SIGNATURE

Deshanda Firmin

PRINT NAME

WITNESS:



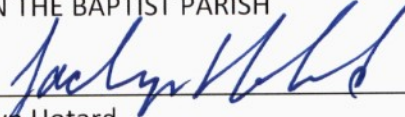
SIGNATURE

Diane B. Plaisance

PRINT NAME

PARISH:

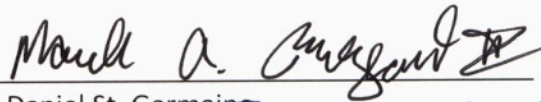
ST. JOHN THE BAPTIST PARISH



By: Jaclyn Hotard  
Parish President

ENGINEER:

GIS Engineering, LLC



By: ~~Daniel St. Germaine~~  
Manager

MARK A. Pregeant, II

**Exhibit A**  
**Statement of Work**

**SERVICES**

1. Conduct thorough review of existing plans, state/federal guidelines, property ownership, past studies, existing conditions, and project goals to evaluate options and develop a scope for the project. Prepare preliminary report combining the above parameters with a draft project scope for review and presentation to project team for input, revisions, and approval.
2. Meet with project team, stakeholders, and relevant outside agencies (DOTD, DNR, others as applicable) to present preliminary scope of project and obtain feedback. Feedback will be considered to update scope as needed. A public meeting may also be required to obtain additional feedback.
3. Conduct alternatives analysis based on feedback from relevant stakeholders and with respect to state/federal guidelines to propose build alternatives to achieve project goals. A minimum of three feasible alternatives will be presented to the **PARISH** with different options for consideration with respect to price, permit complications, and land acquisition.
4. Prepare conceptual designs detailing the three alternatives proposed for consideration. Conceptual designs should be understandable and ready for presentation to required permitting agencies for preliminary approval / pre-application conferences. Meetings with required permitting agencies will be held at this stage.
5. Hold final technical review meeting with project team to finalize all feedback obtained from stakeholders, outside agencies, etc. Preparation of final project report and a presentation to the public will follow.
6. Attend any project meetings or conference calls as necessary to complete project successfully, including but not limited to monthly project status meetings or conference calls; meetings with stakeholders and relevant **PARISH** staff; etc.

**DELIVERABLES**

- (1) Project Scope Report
- (2) Alternatives Analysis Report to include:
  - a. Conceptual Design
  - b. Preliminary Opinions of Cost for Construction

Exhibit B  
Price Schedule

**PAYMENTS**

The **ENGINEER** shall submit all invoices to the **DIRECTOR** on the first of the month for the completed contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR'S** approval.

**FUNDS**

Payment to the **ENGINEER** under this **Agreement** shall be contingent upon availability of funds as identified in the Council approval authorizing the contract terms.

**RATES**

Rates for services performed on or after the date of the **Agreement** are as follows:

Category	Category Description	Personnel Description	Bill Rate
I	CO-OP	Student Intern	55
II	ADMINISTRATION	Administrative Assistant I	65
		Administrative Assistant II	75
		Executive Assistant	85
III	AUTO CADD	CADD Tech I	75
		CADD Tech II	85
		Designer I	100
		Designer II	115
		Sr. Designer	135
IV	SURVEYING	Survey Technician	55
		Survey Intern I	75
		Survey Intern II / Survey Party Chief	85
		Survey Crew (2-Man)	135
		Professional Land Surveyor I	105
		Professional Land Surveyor II	130
		Professional Land Surveyor III	155
V	CONSTRUCTION	Survey Crew (3-Man)	195
		Project Rep I	65
		Project Rep II	75
		Project Rep III	85
		Project Rep IV	95
		Construction Manager I	115
		Construction Manager II	135
VI	ENVIRONMENTAL	Sr. Construction Manager	180
		Scientist I	85
		Scientist II	100
		Scientist III	135
VII	ENGINEERING	Sr. Scientist	195
		Engineer Tech I	65
		Engineer Tech II	75
		Engineer Tech III	85
		Engineer Tech IV	95
		Engineer Intern I	85
		Engineer Intern II	100
		Professional Engineer I	115
		Professional Engineer II	135
		Professional Engineer III	155
		Professional Engineer IV	180
VIII	PROJECT MANAGEMENT	Sr. Professional Engineer	195
		Project Associate I / Project Controller I	95
		Project Associate II / Project Controller II	115
		Deputy Project Manager	135
		Project Manager	155
IX	PROGRAM MANAGEMENT	Sr. Project Manager	195
		Client Program Manager	180
		Director / Division Manager	195
X	PRINCIPALS	Sr. Client Program Manager	215
		Principal	225
		Sr. Principal	275

### SURVEYING MATERIALS & EXPENSES

1"x1"x48"		\$ 2.00/ea
Cane Poles		\$ 3.50/ea
Flagging		\$ 1.75/roll
Iron Rod Control Point		\$ 3.35/ea
Meals and Lodging		\$ at cost
Computer (CAD & Calculation Charge)		\$ 18.00/hour
Pin Flags		\$20.00/ bundle

### OTHER EQUIPMENT & EXPENSES

ATV		\$ 50.00/day
UTV		\$ 100.00/day
Digital Camera		\$ 20.00/day
Video Camera		\$ 30.00/day
Standard Vehicle (0-240 miles)		\$ 70.00/day
Standard Vehicle (240+ miles)		\$ at Federal Rate/mile
Survey Vehicle		\$ 15.00/hr
Drone		\$ 150.00/day
Metal Detectors (Pipe Locator)		\$ 35.00/day
Interior/Exterior Rotary Laser Level		\$ 75.00/day
Radio		\$ 25.00/day
Fathometer		\$ 275.00/day
Distance Meter		\$ 125.00/day
Magnetometer		\$ 500.00/day
Distance Meter (Total Station)		\$ 175.00/day
Digital Flow Meter		\$ 50.00/day
Handheld GPS		\$ 30.00/day
Nav-Beacon (GPS)		\$ 150.00/day
RTK (GPS)		\$ 500.00/day
Hypack Data Collection and Navigation System		\$ 300.00/day
Hydrographic (GPS)		\$ 500.00/day
Pirogue/Pond Hopper		\$ 30.00/day
16' - Boat w/ 50/hp		\$ 250.00/day
22' - Vessel w/ 200/hp		\$ 400.00/day
24' - Vessel w/ twin 150/hp		\$ 600.00/day
Robotic Total Station		\$ 200.00/ day
Echo Sounder		\$ 200.00/ day

**EXHIBIT C**  
**Insurance Requirements**

**ENGINEER** shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **ENGINEER** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **ENGINEER** in connection with this Agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this agreement.
2. **PARISH's** and **ENGINEER's** Protective Liability (if **ENGINEER** is a General **ENGINEER**).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **ENGINEER**.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **ENGINEER** shall maintain insurance in full force and effect during the entire period of performance under this **Agreement**. Failure to do so shall be cause for termination of the **Agreement**. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is changed or canceled.

**LICENSE REQUIREMENTS**

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this **Agreement**. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Engineer's License should be furnished. W-9 Form is to be furnished prior to work being issued.

## CERTIFICATE OF AUTHORITY

(For LLC's Only)

I attest that I am a member and manager of GIS Engineering, LLC and  
Submitter Name

that in my capacity as manager, I Daniel St. Germaine am authorized  
Authorized Representative

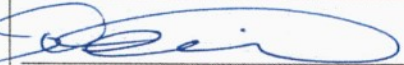
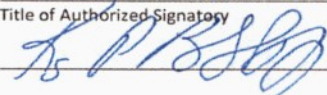
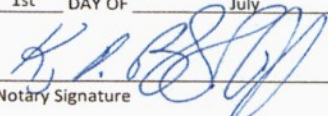
under the state of Louisiana to conduct all negotiations, bidding, concerns and transactions with **St. John the Baptist Parish Council** or any of its agencies, departments, employees or agents, including but not limited to the execution of all bids, submittals, papers, documents, affidavits, bonds, sureties, contracts, purchase orders, and notices issued pursuant to the provision of any such bid or contracts for said company.

Domicile Address:

18838 Hwy 3235

Galliano, LA 70354

Phone No: (985) 475-5238

 Signature of Authorized Signatory Daniel St. Germaine Printed Name of Signatory CFO / Manager Title of Authorized Signatory 	<p>SUBSCRIBED AND SWORN BEFORE ME ON THIS</p> <p>1st DAY OF July 2021.</p>  Notary Signature Printed Notary Name: Kirby P. Blanchard, Jr. Notary/Bar Roll Number: 84847 My Commission is for/expires on: is for life
---	--

# CERTIFICATE OF AUTHORITY

(For LLC's Only)

I attest that I am a member and manager of GIS Engineering, LLC and  
Submitter Name

that in my capacity as manager, I Mark A. Pregeant, II am authorized  
Authorized Representative

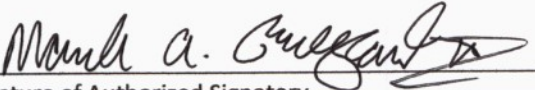

under the state of Louisiana to conduct all negotiations, bidding, concerns and transactions with **St. John the Baptist Parish Council** or any of its agencies, departments, employees or agents, including but not limited to the execution of all bids, submittals, papers, documents, affidavits, bonds, sureties, contracts, purchase orders, and notices issued pursuant to the provision of any such bid or contracts for said company.

Domicile Address:

18838 Hwy 3235

Galliano, LA 70354

Phone No: 985-219-1000

 Signature of Authorized Signatory Mark A. Pregeant, II Printed Name of Signatory Manager / Vice President Title of Authorized Signatory	SUBSCRIBED AND SWORN BEFORE ME ON THIS 26th DAY OF July 2020.  Notary Signature Printed Notary Name: Kirby P. Blanchard, Jr. Notary/Bar Roll Number: 84847 My Commission is for/expires on: is for life
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**ST. JOHN THE BAPTIST PARISH COUNCIL**  
**STATE OF LOUISIANA**

**RESOLUTION**  
**R21-92**

Councilwoman Houston proposed and Councilman Madere seconded the following resolution:

**THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:**

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO AWARD  
PROJECT SCOPING, ALTERNATIVE ANALYSIS AND CONCEPTUAL DESIGN  
FOR THE HIGHWAY 51/INTERSTATE 10 GATEWAY CORRIDOR TO GIS  
ENGINEERING, LLC**

**WHEREAS**, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

**WHEREAS**, GIS Engineering, LLC of Galliano, LA ranked first out of five (5) proposals reviewed and scored by the Source Selection Committee; and

**WHEREAS**, GIS Engineering, LLC will conduct project scoping and prepare conceptual designs to enhance the aesthetics, signage, lighting, landscaping, drainage, and safety of the Highway 51/Interstate 10 Gateway Corridor; and

**WHEREAS**, the goal is to attract visitors and new businesses and to increase economic growth in St. John the Baptist Parish.

**NOW, THEREFORE, BE IT RESOLVED**, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Professional Services Agreement between St. John the Baptist Parish and GIS Engineering, LLC.

This resolution having been submitted to a vote; the vote thereon was as follows:

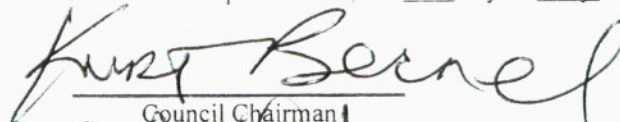
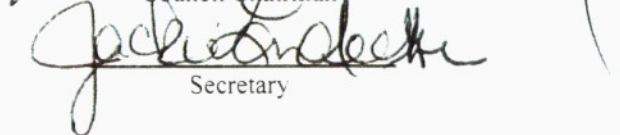
YEAS: Madere, Becnel, Torres, Houston, Malik, Arcuri, Duhe-Griffin, Schnyder

NAYS: None

ABSTAIN: None

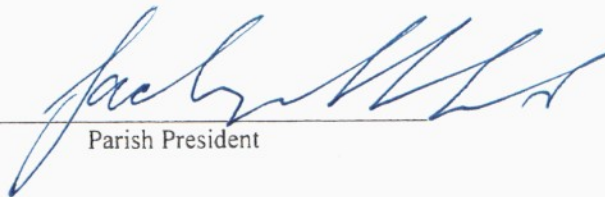
ABSENT: Wright

And, the resolution was declared adopted on this, the 13<sup>th</sup> day of July 2021.

  
\_\_\_\_\_  
Council Chairman  
  
\_\_\_\_\_  
Secretary

Approved: \_\_\_\_\_ X \_\_\_\_\_

Veto: \_\_\_\_\_

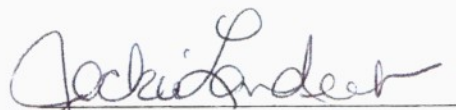
  
\_\_\_\_\_  
Parish President

\* \* \* \* \*  
C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 13<sup>th</sup> day of July 2021.

Signed at Laplace, Louisiana this 13<sup>th</sup> day of July 2021.



  
\_\_\_\_\_  
Jackie Landeche  
Secretary